

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE
CONCERNING THE COMPLETION OF ANTIQUITIES PERMIT # 5296
FOR THE CONSTRUCTION OF FM 1378
FROM FM 544 TO BROWN STREET
1999 BOND PROJECT #99-102**

WHEREAS, the County of Collin, Texas ("County") and the City of Wylie, Texas ("City") desire to enter into an agreement concerning the completion of Antiquities Permit #5296 for the FM 1378 project from FM 544 to Brown Street (the "Project") in Collin, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall contract with a firm to complete Antiquities Permit #5296 for the FM 1378 project from FM 544 to Brown Street, hereinafter called the "Project". The Project shall consist of field excavation, analysis, draft and final report, curation of materials, installation of exhibit and lectures at Wylie High School.

ARTICLE II.

The City estimates the total cost to complete Antiquities Permit #5296 to be \$247,926.27. The County agrees to fund one half of the cost to complete the permit in an amount not to exceed \$123,963.14. The County shall remit 100 percent of this amount to the City within thirty (30) days after the City executes a contract for the completion of the permit and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE III.

The County's participation in the Project shall not exceed \$123,963.14.

ARTICLE IV.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE V.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

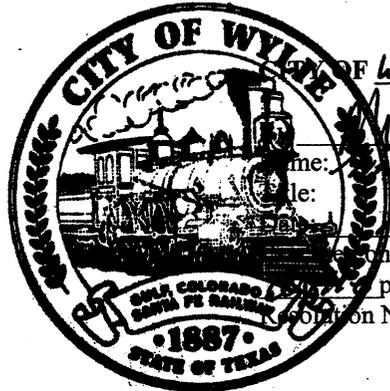
COUNTY OF COLLIN, TEXAS

By: [Signature]
Name: Keith A. Self
Title: County Judge
Date: 11/11/09

Executed on this 9th day of November
2009, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2009-941-11-09.

ATTEST:

By: [Signature]
Name: Carole Chulich
Title: City Secretary
Date: 10-13-09



CITY OF WYLIE, TEXAS

By: [Signature]
Name: Wendy Hanson
Title: City Manager
Date: 10-13-09

Executed on behalf of the City of
Wylie, Texas, pursuant to City Council
Resolution No. 2009-28

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney
Date: _____